

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

\_\_\_\_\_  
No. 07-11419

\_\_\_\_\_  
D. C. Docket No. 05-23168 CV-JAL

<p>FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT February 20, 2008 THOMAS K. KAHN CLERK</p>
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LAND-CELLULAR CORPORATION,  
a Florida corporation,

Plaintiff-Appellee,

ROBERT MOSES,

Plaintiff,

versus

FRANK ZOKAITES,

Defendant-Appellant.

\_\_\_\_\_  
Appeal from the United States District Court  
for the Southern District of Florida  
\_\_\_\_\_

**(February 20, 2008)**

Before ANDERSON and BARKETT, Circuit Judges, and TRAGER\*, District  
Judge.

\_\_\_\_\_  
\*Honorable David G. Trager, United States District Judge for the Eastern District of New  
York, sitting by designation.

PER CURIAM:

After careful consideration, we conclude that this Court does have jurisdiction of this appeal. We also conclude that the district court erred in dismissing Zokaite's claims with prejudice. The agreement to submit claims to arbitration was limited to disputes relating to the distribution of the remaining proceeds from CalAmp and the distribution of proceeds from the sale of the remaining assets. Of course, if the distributions from the Escrow Agreement (which of course may involve issues that have to be arbitrated) are sufficient to pay Zokaite's claims in full, then the remaining claims in the court proceeding may well be moot. On the other hand, if Zokaite is not thus paid in full, he should be permitted to litigate his claims in the court proceeding, including in particular his claims based upon the personal guarantee of Moses.

Accordingly, the judgment of the district court is reversed, and the case is remanded for further proceedings not inconsistent with this opinion.

**REVERSED and REMANDED.**